

**The Lakeville Educational Support  
Personnel Association MEA/NEA**

**BUS DRIVERS / ATTENDANT AGREEMENT**

**July 1, 2006 to June 30, 2008**

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# **ARTICLE 1**

## **PREAMBLE**

- A. It is the intent and purpose of the parties to assure sound and mutually beneficial relations between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basis and full agreement between the parties covering wages, hours and other working conditions.
- B. Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

# **ARTICLE 2**

## **AGREEMENT**

This Agreement is made and entered into by and between the Lakeville Board of Education, hereinafter called the "Employer" and the Lakeville Educational Support Personnel Association, MEA/NEA, hereinafter called the Association.

# **ARTICLE 3**

## **ASSOCIATION RECOGNITION**

- A. The Employer hereby recognizes the Association as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages and other terms and conditions of employment.
- B. The term "employee" as used herein shall include all regularly scheduled bus drivers, bus attendants, and attendants working less than two (2) hours, excluding substitute bus drivers/attendants, and all other employees.

# **ARTICLE 4**

## **SEVERABILITY**

If any provisions of this Agreement are found contrary to law, said provision shall be deemed invalid and the parties shall attempt to renegotiate that specific portion of the contract that is unenforceable.

## **ARTICLE 5**

### **JURISDICTION/SUB-CONTRACTING**

#### **Section A**

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation, or in cases of emergency as determined by the employer. The Association shall have the right to grieve the Employers determination of emergency.

#### **Section B:**

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Association, nor to discriminate against any of its members, nor shall it result in the reduction of the present work force as is now in effect.

## **ARTICLE 6**

### **SAFETY**

The employee will be expected to notify the Employer's designee of any unsafe condition as soon as the employee first becomes aware of such condition(s). The Employer will make every reasonable attempt to resolve the alleged problem. If a driver fails to report an unsafe bus condition promptly, said driver may be disciplined up to and including discharge. If a driver drives a bus which has been identified with an unsafe condition, he/she shall be discharged without recourse to the Grievance Procedure. Unsafe bus conditions shall be determined by the appropriate school administrator/designee. In the event a bus is determined to have an unsafe condition, the driver may be assigned to a spare bus. Bus drivers shall continue to perform their regular duties until instructed by their supervisor/designee to suspend operations.

## **ARTICLE 7**

### **VISITATION**

Upon request by the Association and the presentation of proper credentials, officers or accredited representatives of the Association shall be admitted to the Employer premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievance, provided that said observation shall not disrupt orderly operations.

## **ARTICLE 8**

### **UNION SECURITY AND DUES CHECK-OFF**

#### **SECTION A - AGENCY SHOP**

1. **Members:**

- a) All current employees in the bargaining unit may decide to become members of the Association within thirty (30) calendar days of the effective date of this Agreement if they are not already members.
- b) All new employees employed in the bargaining unit may decide to become members within thirty (30) working days of their commencing employment.
- c) Upon receipt of written authorization for Association dues/check-off for members, the employer shall deduct Association dues from each employee's pay in accordance with Section B - Check-off.

2. **Non-Members:**

- a) All current employees employed in the bargaining unit may decide, instead of becoming a member, to pay a service fee within thirty (30) calendar days of the effective date of this Agreement.
- b) All new employees employed in the bargaining unit shall, within thirty (30) working days of their commencement of employment, also pay a service fee.
- c) The payment of service fee is mandatory and is to be paid in accordance with the following procedures. The provisions regarding check-off/dues deduction shall be suspended for non-members until:
  1. The MEA has notified in writing, the employee and employer of the amounts for the current school year. The parties acknowledge that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) calendar days following the Association's notification to non-members of the fee for that given school year.
  2. The employee has provided the employer with written authorization for applicable service fee amount (*i.e.*, full service fee or alter service fee).
  3. The employee can agree to pay the amount owed directly to the MEA.
  4. If the employee challenges the amount of the service fee, then such challenge shall take place in accordance with the Association's internal guidelines, entitled "Policy Regarding Objections to Political/Ideological Expenditures". That policy and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures thereof shall have been availed of an exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement or any other administrative or judicial procedure. The Association shall notify the employer of any proposed changes in this policy that would impact the employer's obligations under this Article.

5. Once the service fee amounts are determined per Section A-2(c)1, or Section A-2(c)4 and the employee does not authorize deduction for the service fee amount or refuses to pay the MEA directly, then the employer agrees to deduct the amount set by MEA in accordance with lawfully instituted procedures. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

SECTION B: CHECK-OFF

The Employer shall deduct assessments, contributions and Association dues or service fees from each employee's pay and transmit the total deductions to the Treasurer of the Association on or before the fifteenth (15<sup>th</sup>) day of each month, following the month in which said deductions were made, together with a listing of each employee, the employee's Social Security number and the amount that is deducted each month from each individual employee, provided however, that the Association shall have submitted to the Employer, an authorization card signed by the employee from whose pay said deductions are to be made. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, By-Laws and Administrative Procedures.

SECTION C: INDEMNIFICATION

The Association shall indemnify and save the Employer harmless and forever release the Employer, including the Board of Education, its officers and agents, on behalf of itself, its successors, agents, and assigns, from any and all claims, demands, suits or other forms of liability that shall arise out of this Article, or arising out of an action, or non-action, in reliance upon this Article. The provisions of any State, Federal, local laws or statute which provided that such an indemnification clause or release shall not extend to this Article, or to claims, demands, suits or other forms of actions which are unsuspected to exist at the time to the parties executing such an indemnification and release, are hereby waived.

SECTION D:

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEFSA's MEA-sponsored programs. MESSA programs not fully employer-paid, credit union, MEA-PAC/NEA-PAC contributions, or any other plans or programs jointly approved by the Association and Employer.

SECTION E:

The Treasurer shall be supplied the following information regarding new employees within the employee's first week of employment:

1. Name
2. Address
3. Classification
4. Job Location

SECTION F

Employees have the right to request Association representation.

SECTION G

The Association and its representatives shall have the right to conduct Association business on the Employer's property, or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employee's duty time.

SECTION H.

The Association shall have the right to post notices of activities and matters of Association concern at designated bulletin boards in the bus garage. The Association shall have use of the internal delivery system of the Employer, without cost, and the Employer shall provide mailboxes for all employees.

SECTION I.

The Association shall have four (4) unpaid Association Days annually. The members' personal days may be used as Association Days. The Association President or designee shall give a minimum five (5) days written notice to the Employer. Association days will be granted pending the availability of substitutes.

## **ARTICLE 9**

### **EMPLOYER RIGHTS**

- A. Employer Rights: The Employer reserves unto itself all rights, power and privileges inherent in it or conferred upon it from any source whatsoever, provided however, that all of the foregoing manifestly recognized and intended to convey complete power in the Employer shall nonetheless be limited, but only as specifically limited by express provisions of this Agreement. Rights reserved exclusively herein by the Employer shall be exercised exclusively by the Employer without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement and shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces of the Employer.
  2. Determine the number of runs and hours of work and starting time and scheduling of all of the foregoing; and the right to establish or modify any runs.
  3. The right to direct the work force, including the right to hire, promote, discipline, suspend and discharge employees for Just Cause, transfer employee, determine the size of the work force and to lay-off employees.
  4. Determine the bus services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
  5. Adopt reasonable rules and regulations.
  6. Determine the qualifications of employees.
  7. Determine the location or relocation of its facilities, including the establishment or relocations or new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
  8. Determine the placement of operations, services, or maintenance.
  9. Cooperative Busing: Nothing in this Agreement shall restrict or prevent the Employer from entering into cooperative bussing agreements with other districts however; any such agreements shall be reviewed with the Association prior to its implementation.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

- A. Definitions: It is mutually agreed that all grievances, disputes and complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. A grievance is defined as an interpretation or application of any specific or express provisions of this contract.

The "aggrieved person" is the person or persons making the claim.

The term "employee" includes any individual or group who is a member of the bargaining unit covered by this Agreement.

All time elements of the steps can be shortened or extended by mutual written agreement.

For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays and vacation periods during the school year.

Any employee or Association grievance not presented for disposition through the grievance procedure within ten (10) working days of the date of the occurrence of the conditions giving rise to the grievance, or within ten (10) working days of the date, it is reasonable to assume that the employee or Association first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

**B. STEP ONE**

1. An employee having a grievance must present it orally to his supervisor. In the event an employee desires that his representative be present, said employee bears the burden of making a request and s/he shall make his/her request through the supervisor and the supervisor shall send for the representative. Said meeting shall be scheduled within five (5) days of employee's request. Said discussions shall not, however, occur during times which would conflict with the employees' work schedule.
2. In the event the grievance is not settled orally by the supervisor, the representative shall submit the grievance, in writing, to the supervisor within five (5) working days from the oral presentation. The employee and the representative shall sign the grievance forms. The Transportation Supervisor or his/her designee shall sign the grievance form, at the time it is presented, as to receipt of grievance. The grievance forms must indicate: ❶ a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and ❷ the remedy or correction requested. The supervisor shall give his decision, in writing, within five (5) working days.

**C. STEP TWO**

1. Any appeal of a decision rendered, or lack of response within the time limits shall be presented, in writing, to the Superintendent or his designee within five (5) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.
2. The Superintendent and/or his designee shall meet with a Business Representative of the Association at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal.
3. The Superintendent and/or his designee shall then give his decision, in writing, to the representative of the Association within five (5) working days of the meeting.

**D. STEP THREE - ARBITRATION**

1. If the Association is not satisfied with the decision of the Superintendent, the Association may, within twenty (20) school days, submit any grievance under this Agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association. If the Association fails to file for binding arbitration within twenty (20) school days, then the grievance will be final based on the Superintendent's response.
2. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.



3. The arbitrator so selected, will confer with representatives of the Board and the Association committee, and hold hearings promptly and will issue his/her decision not later than twenty (20) school days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions, on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law, or which is violative of the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. Either party may appeal this decision to a competent court of jurisdiction. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party in Level 1 and 2 of this grievance procedure.

E. STEP FOUR

1. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused, with pay, for that purpose.
2. No employee, at any state of the grievance procedure, will be required to meet with any administrator without an Association representative, if requested.
3. If a grievance arises from the action of authority higher than his/her supervisor, the Association may present such a grievance at Level 2 of the grievance procedure.
4. If a grievance is of such a nature as to require immediate action, the person designated by the Association may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Association representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Level 2.
5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, shall automatically have lodged an appeal at the next step of this procedure.
6. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement, in writing.
7. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she may be reinstated with full reimbursement of all compensation lost, providing such employee shall file a grievance within the time limits of Level 3 of this Article.
8. The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded by law.

## **ARTICLE 11**

### **BARGAINING UNIT MEMBER RIGHTS AND PROTECTION**

- A. Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the employer or its designee. Any personal information shared by the employee with the employer shall be held in confidence.

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, physical characteristics or handicap, or membership in or association with the activities of any employee organization.

- B. 1. Each employee shall have the right, upon request and by appointment, to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the employee in such review. An Employer representative may be present at such review. The official personnel file shall be maintained at the Superintendent's office and employees shall have the right to a copy of any materials included in such file.
  - 2. All materials of reference to an employee's ability, performance, or personal characteristics that are not the result of an official evaluation or disciplinary action carried out according to contractual procedures shall not be included in a personnel file.
  - 3. Commendatory, payroll and certification materials shall be exempt from exclusion in this section of the Master Agreement.
  - 4. All materials presently in personnel files that are not the result of the above-cited procedures shall be removed.
  - 5. The employee shall sign and date and be provided with a signed copy of all materials not related to payroll and certification that are to be placed in the personnel file.
  - 6. If the employee believes the material to be placed in the file is inappropriate or in error, the employee may request that the material be corrected or expunged from the file, whichever is appropriate.
  - 7. An employee may submit a written request to the Superintendent to remove materials related to formal disciplinary action or adverse evaluations after an extended period of time. Said materials may be removed if the Superintendent deems retention of such records as unjust. All materials related to disciplinary action or adverse evaluations will be removed at the employee's request from District records no later than two (2) years from the date of the discipline or adverse evaluation except for those materials required by law to be retained.
- C. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.
- D. 1. No employee shall be disciplined, reprimanded, reduced in compensation, or reduced in rank without just cause and due process protection.
2. The specific grounds forming the basis for disciplinary action will be made available to the employee, in writing, within five (5) working days of the decision to take disciplinary action.
3. Any such discipline or any such reduction in compensation, asserted by the Employer or any agent or representative thereof, shall be subject to the grievance procedure set forth in this contract.
- E. 1. An employee shall be entitled to have present the employee's representative or an officer of the Association, during any meeting which may or will lead to reprimand, warning, or disciplinary action of any kind by the Employer or its designee. When a request for such representation is made, no further action shall be taken with respect to the employee until such representation is present.
2. Prior to any investigative meeting or disciplinary action being taken, the Employer shall advise the employee of the employee's right to representation prior to the Employer taking of any action.
- An employee shall at all times be entitled to have a representative present
- F. The Employer or its designee agrees to follow a policy of progressive discipline, which minimally includes verbal warning, then written warning, reprimand, suspension with pay, with discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates such action. The progressive steps may be altered dependent upon the seriousness of the nature of the incident. Any disciplinary action, including verbal warnings, shall be noted in the employee's personnel file.
- G. Any written complaint made against an employee by any parent, student, or other person, will be promptly called to the attention of the employee, Any complaint regarding dishonesty or moral turpitude will be brought to the employee's attention promptly. -

Any complaint significant enough to be investigated will be reduced to writing on the District complaint form. Said complaint will be investigated promptly. If no disciplinary action is taken, the complaint will be removed from all District records no later than two (2) weeks from the date of the complaint.

- H. No polygraph or lie detector device shall be used by the school district in any investigation of any employee.

## **ARTICLE 12**

### **SENIORITY, LAY-OFF/RECALL**

- A. A newly hired employee shall be on a probationary status for seventy-five (75) regularly scheduled consecutive work days taken from and including the first day of employment. Probationary employees who are absent during the first seventy-five (75) regularly scheduled consecutive work days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his/her probationary period until these additional days have been worked. If the probationary period is interrupted by a school recess, the probationary period shall continue after the school recess until the probationary employee has worked a total of seventy-five (75) regularly scheduled work days.

If, at any time prior to the completion of the seventy-five (75) regularly scheduled work day probationary period the employee's work performance is unsatisfactory, the Employee may be terminated or laid-off without recourse to grievance procedures. After the probationary employee has completed their probation period, probationary employees shall be given all other rights and benefits of the Master Agreement. Such rights and benefits include but are not limited to sick days, personal days, holiday pay, fringe benefits, bus fueling and Schedule A following satisfactory completion of probationary period.

During the school calendar year, after thirty consecutive work days as a substitute in a vacated or new run, the employee becomes a probationary employee. Substitute time does not count towards probationary time.

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.

The Employer has no responsibility to re-employ such temporary employees if laid-off or discharged during the probationary period.

- B. A person who works seventy-five (75) regularly scheduled, consecutive work days in the same position has satisfactorily completed his/her probationary period. Upon satisfactory completion of the probationary period, the employee's seniority shall begin to accrue as of the most recent date of hire (first day worked in a permanent position).
- C. In circumstances of more than one bargaining member beginning employment on the same date, seniority shall be determined by adding the last four digits of the affected employee's social security number. The highest combination of the last four digits shall result in that employee having the higher seniority.
- D. Seniority in classification shall be as of the first day worked in a permanent position as regular employee in the classification. Seniority shall be by classification groups only. Classifications are bus attendants and bus drivers.
- E. Loss of Seniority - An employee will be terminated and lose all accumulated seniority if the employee:
  - 1. Quits
  - 2. Is discharged for Just Cause.
  - 3. Fails to return from approved leave of absence.

4. Retires.

- F. Seniority List - When an employee acquires seniority, the employee's name shall be placed on the seniority list. The Employer shall maintain and make available, up-to-date seniority lists throughout the year. The first list shall be included in bid package or available at initial Bid meeting. Up-to-date seniority lists shall be posted on the Association bulletin board. Any objections must be submitted, in writing, within seven (7) work days from posting of such list. Following final verification, the seniority list shall be considered valid and accurate and the District shall incur no liability for relying upon the accuracy of the seniority list. The seniority list will show the date of the first day of bargaining unit work, names, classification, and length of seniority of all employees in the unit entitled to seniority.
- G. Lay-off/Recall Procedure - When the District deems it necessary to lay-off employees, said employees shall:
1. Be laid-off or recalled from the classification affected on the basis of classification seniority.
  2. Notice of recall shall be by certified mail, to the employee's last known address, return receipt requested. The bargaining unit member shall have five (5) work days to report for work after the receipt of such notice. It shall be the responsibility of the bargaining unit member to leave the correct address and/or forwarding address with the Personnel Office.
  3. Laid-off members will have their seniority frozen and lay-off shall not constitute a break in service and upon recall, the employee shall have all accrued contractual benefits reinstated (*e.g.*, sick time).

## **ARTICLE 13**

### **DRIVER/ATTENDANT ASSIGNMENTS**

#### **Section One - Definitions**

- A. Regular Drivers - Those seniority drivers who are regularly scheduled to assigned routes/runs.
- B. Substitute Drivers - Those drivers who replace regular drivers when they are absent.
- C. Bus Driver/Bus Attendants - The terms and conditions of this contract apply to both drivers and attendants. When procedures such as the initial bid meeting are provided, they apply to attendants as well as drivers. Accordingly, the term bus attendant will be substituted for bus driver throughout the contract where appropriate.
- D. Bumping Process - Bump to seniority level into route/runs specified in Article XV - E (Driver Assignment).
- E. Definition of Routes
1. Regular Routes - Include:
    - a. High School pick up and take home (1.5 hrs each = 3.0 hrs)
    - b. Elementary pick up and take home (1.5 hrs each = 3.0 Hrs)
      1. All drivers will proceed from upper elementary to lower elementary either in the a.m. or p.m.
      2. Attempts will be made to have all drivers involved to determine the a.m. or p.m. assignment based on area and destination.

3. If no agreement, assignment will be based by seniority.
  - c. mid-day pick up (1.5 hrs each)
  - d. Mid-day take home (1.5 hrs each)
  - e. In-District Special Education – Pick up or take home within the district (actual time driven hours).
2. Out-of-District Routes - runs going outside the Lakeville Community School District. (Actual time driven)
  3. Shuttle Routes/Runs - From one Lakeville Community School District site to another Lakeville Community School District site including latch key (0.5 hours).
  4. Extra Trips - Field, athletic, band and other scheduled trips (actual time).
  5. Mail Routes/Runs -
    - a. In District
    - b. Skill Center - First session only.
    - c. Out of District
  6. Temporary Route/Run: A route/run (defined in E-1 - E-5) created for a period of forty-five (45) days or less.
  7. Special Routes - Any route/run not listed in E-1 - E-5 will be negotiated.
- F. Availability shall be defined as any time other than your regular daily schedule

**Section two - Initial Selection -**

- A. The Transportation Supervisor shall schedule a meeting with all employees covered by this Agreement, one week prior to the first student day of each school year. All employees shall be notified of all bus routes/runs if available, in writing, no later than the Monday before the bid meeting. Route(s)/run(s) selection shall be based on adjusted seniority, with the most senior driver selecting first and continuing until all route(s)/run(s) are assigned, with each driver selecting from the remaining route(s)/run(s). Each driver shall be given a reasonable amount of time to bid.

Other terms of the bidding process are as follows:

1. All drivers bidding for routes/runs must select, at a minimum, four routes/runs, or a combination of runs, if available.
  - a. Exceptions may be made due to extenuating circumstances and must be agreed upon by management, Association, and employee. Said request must be made in writing, stating the reason, no later than one week prior to initial bid.
  - b. No splitting of high school or elementary routes/runs.
2. Drivers who cannot be present at the bidding meeting must authorize, in writing, a bargaining unit member to bid for them. Such selection shall be binding. Any driver not able to perform his/her work the first student day will not be allowed to bid and will return by way of the bumping process starting at the driver's seniority level.
3. No driver shall be allowed to bid for routes/runs in excess of forty (40) hours per week including preparation/warm-up time.
4. Mail Routes/Runs - If assigned to a bus driver, routes/runs will be selected in the following manner at the initial Bid meeting.
  - a. In-District - Selected by seniority from among those drivers whose routes/runs are in the elementary area. A driver shall only be allowed to select one (1) mail route/run from the four (4) elementary mail routes/runs available. Post office and Business Office routes/runs will be

selected in a similar manner. Elementary Mail and Business Office must be picked up and delivered two (2) times each a day.

5. The routes/runs assigned as a result of the bidding process shall remain with the driver unless:
    - a. The driver terminates his/her employment.
    - b. The driver's assignment is changed by the rebidding process.
    - c. A driver who is unable to assume (on a leave of absence) his/her assignments by the first student day of school shall be placed on a leave of absence. Upon returning from a leave of absence, the driver will follow the bumping process.
    - d. If a route/run is eliminated in any given attendance area, everything in that attendance area shall be re-bid.
    - e. If a driver has the opportunity to take a shuttle mid-year (after the initial bid) transports shall be reassigned to enable the driver to take the shuttle unless reassignment would significantly cut into the allotted time of route/run. The length and area of the route/run is to be considered.
- B. Subsequent Route/Runs Selection - Whenever the contract requires a bid meeting following the initial Selection Meeting (e.g., permanent or temporary vacancies) the following will apply:
1. Two (2) days advance notice shall be given of time and place of the meeting (unless waived mutually by management and Association).
  2. A driver who cannot be present must authorize, in writing, a bargaining unit member to bid for him/her.
  3. Bidding will be done by seniority until the posted vacancy(ies) and all subsequently created vacancies are filled.
  4. No driver shall be allowed to bid for routes/runs and/or hours in excess of forty (40) hours per week.
  5. All questions regarding the bid are to be asked and answered before the Bid meeting.

### Section Three - Substitute Driver Assignment -

- A. Regular Driver Absent All Day:
1. Day absence: A substitute driver will be assigned and will assume all duties of the regular driver, including mail and shuttles.
  2. Day-to-Day Absence through Five (5) Days: If possible, the same substitute will be assigned all the absent driver's routes/runs during the period of the absence through five (5) days,
  3. Day-to-Day Absence: Staff with substitute.
  4. Known Absence of Five Days or More: See temporary vacancy, Article XVII, Section 2b.
- B. Management shall arrange for all substitute drivers for Regular Drivers Absent for Less Than a Whole Day.
1. Absent A.M. H.S. Route/Run Only offered to top seniority driver without A.M. H. S. route/run if available, then substitute driver assigned.
  2. Absent AM Elementary Route/Run Only: Offered to top seniority driver without am elementary route/run if available, then substitute driver assigned.
  3. Absent P.M. H.S. Route/Run Only: Offered to top seniority driver without P.M. H.S. route/run if available, then substitute driver assigned.
  4. Absent PM Elementary Route/Run Only: Offered to top seniority driver without P.M. elementary route/run if available, then substitute driver assigned.
  5. Absent A.M. H.S. and Elementary Routes/Runs Only: Offered to top seniority driver without A.M. routes/runs if available, then substitute driver assigned.

6. Absent P.M. H.S. and Elementary Routes/Runs Only: Offered to top seniority driver without P.M. routes/runs if available, then substitute driver assigned.
7. Absent from A.M. Shuttle: A regular elementary driver serving at the point of origin will be assigned to the shuttle route/run. Assignment will be determined by seniority.
8. Absent from P.M. Shuttle: A regular elementary driver serving the point of destination will be assigned to the shuttle route/run. Assignment will be determined by seniority.
9. Absent from Mid-day Shuttle: Same as 7.
10. Absent from a Midday Pick-up: A regular driver will be assigned. Seniority will determine the assignment.
11. Absent from a Take Home: Same as #10.
12. Vocational Education, and other - Out-of-District: A regular driver, if available.
13. Mail routes/runs: If drivers are used they will be assigned by seniority, availability and location.
14. Mail route/run (Post Office to District): By seniority, availability and location.

## **ARTICLE 14**

### **ASSIGNMENT OF EXTRA TRIPS**

- A. Extra Trips shall be defined as trips taken that are not regularly scheduled runs. Said sheet shall be posted on the Bus Driver bulletin board. The total hours for extra trips for each driver shall accumulate from July 1<sup>st</sup> through the day before the beginning of second semester, at that time hours will be recalculated back to zero and will accumulate from the 1<sup>st</sup> day of the second semester through June 30<sup>th</sup>.
- B. Extra Trips shall be posted in a two (2) week block of time. Each trip shall be posted separately. Extra trip block shall be posted on the Monday prior to the beginning of the trip block schedule. Extra trips shall be posted a minimum of three (3) working days. Extra trip assignments shall be made no later than Friday a.m., prior to the extra trip block schedule.
- C. Drivers may select any extra run or runs. Drivers on an approved leave who will not be available for regular posting of extra trips have the option of signing up for trips the week prior to the leave.
- D. The supervisor shall assign the first extra trip to the most senior driver with the least accumulated extra trip time, and continue assigning the extra trips using the same method until all extra trips have been assigned. No trading of extra trips.
- E. All extra trip hours will be added to the trip board by the driver on the driver's next work day.
- F. In the event a driver turns in a trip, the driver who drives the trip will not be charged the hours. The driver turning in the trip will be charged the hours. The driver taking the trip will mark the trip on the trip board under the driver who turned in the trip.

In the event a driver turns in three (3) extra trips in a semester of school that driver will not be allowed to apply for any extra trips for two consecutive trip block postings. In the event more trips have been assigned to that driver, those trips will be reposted.

Management may waive the above provisions for extenuating circumstances.

- G. In the event an extra trip has been canceled and the employee is not notified of such cancellation at least one (1) hour prior to the scheduled reporting time, the driver may: ❶ drive his/her own run(s) or ❷ receive a minimum of one run's pay at the regular run rate. If the driver chooses to drive his/her own run(s), he/she will not be charged with the accumulated time for the extra trip. If the driver chooses to receive the regular run(s) rate, the driver shall be charged with the accumulated time for the extra trip equal to their regular run(s).

On non-scheduled time or non-school days, if a driver does not receive at least one (1) hour notification of cancellation of a trip, the driver shall receive a minimum of four (4) hours show up time at trip pay and the time will be added to the trip board.

The drivers shall be informed of cancellation of extra trips as soon as the supervisor becomes aware of the cancellation. If cancelled trip is rescheduled, it shall be reposted.

- H. The Supervisor shall maintain an up-to-date Accumulated Hours for the Extra Trips Listing. . The extra trip listing shall be updated in two (2) week blocks by the supervisor.
- I. Any driver assigned an overnight trip shall receive: a) overnight trip rate of pay, and; b) a meal allowance of twenty-five dollars (\$25.00) per day. All expenses incurred by a driver on an overnight trip shall be reimbursed to the driver upon presentation of receipts for said expenses.
- J. In the event a driver assigned to an extra trip and is required by the Transportation Supervisor to return to the school (prior to the students) to drive his/her regular run(s), and must return to complete the extra trip, the driver shall receive the total accumulated extra trip hours, less the time of his/her regular run(s).
- K. When the Supervisor of Transportation does not have twenty-four (24) hours notice to assign a trip, he/she may assign the trip to the first available senior driver from the extra trip board with the lowest hours when possible. A driver who is assigned this trip shall be charged with the accumulated extra trip hours with rotation to start over at the beginning of each semester. A rotation slip shall be kept current by management and posted with the extra trip listing.
- L. In the event no bargaining unit drivers sign for any given extra trip, the supervisor shall have the right to assign a substitute to the extra trip. In the event a substitute is not available, the supervisor shall have the right to assign said trip to a bargaining unit member who drives extra trips. Such assignment shall be based on inverse seniority and assigned on a rotational basis. Regular drivers with or without an assigned trip shall have the option to fill any extra trip over a substitute
- M. Drivers who are assigned extra trips of five hours or more, or back to back trips totaling five (5) hours or more, shall be allowed a meal allowance.
- N. The driver taking the trip or run has the responsibility for cleaning the bus after each run or extra trip.
- O. In the event a substitute becomes a member of the bargaining unit, he/she shall have their accumulated hours for extra trips equal to the maximum accumulated hours of the bargaining unit member with the highest accumulated extra trip hours.
- P. In the event an extra trip is terminated after drop-off of students/athletes, said driver shall be paid for the entirety of trip.
- Q. All extra trips, less than one (1) hour will be paid a minimum of one (1) hour.



# ARTICLE 15

## VACANCIES

### Section One - Permanent Vacancy

- A. A permanent vacancy is defined as an unassigned route/run caused by:
1. Added route/ run
  2. Retirement of a driver
  3. Dismissal of a driver
  4. Failure of a driver to perform duties assigned at a bid-selection meeting.
  5. Driver terminating employment.
- B. A permanent vacancy shall be filled as follows:
1. Permanent vacancies occurring during the school year shall be posted on the employees' bulletin board within three (3) working days from the date when the vacancy is known and a memo of the posting shall be placed in each employee's mailbox.
  2. The posting will be for three (3) working days and the posting will contain notice of the time and place of the Bid Selection Meeting.
  3. The Bid Selection Meeting will be held on the day after the close of the posting period. The Employer shall implement the results of the Subsequent Bid Selection the following work day unless circumstances require it to be implemented within two (2) working days

### Section Two - Temporary Vacancy

- A. Day-to-Day Absence of Beyond Five (5) Days: Whenever a driver is absent on a day-to- day-basis and the duration is unknown (not expected to last five (5) work days) and the absence reaches the sixth (6<sup>th</sup>) day, the temporary vacancy will be posted on the sixth (6<sup>th</sup>) day. On the eighth (8<sup>th</sup>) day a bid meeting will be held. Drivers attending the bid meeting will bid by seniority. On the ninth (9<sup>th</sup>) day the regular driver awarded the temporary vacancy will begin driving.
- B. Known Absence or Temporary Position of Five (5) Days or More: Whenever it is known a driver will be absent for five (5) or more work days, or a temporary route of more than five (5) working days is created, a Bid meeting will be held. Drivers attending the bid meeting will bid by seniority for the routes/runs of the temporary vacancy and any resultant openings. Drivers may take a temporary route/run only if they better themselves (increase pay). In cases where advance notice allows, drivers will be provided at least two (2) days notice via the posting process of the temporary vacancy and the time and place of the bid meeting. When two days notice cannot be given prior to the beginning of the period of absence, a reasonable time will be given to verbally notify employees of the temporary vacancy and the time and place of the bid meeting.
- C. 1. Return: When the absent employee returns to work, he/she shall return to his/her former position. All employees will return to their regular, permanent assignment at that time.
2. When a temporary route/run is terminated, a driver shall return to his/her regular, permanent assignment at that time

# ARTICLE 16

## JOB DESCRIPTION AND DUTIES

### A. Job Title: School Bus Driver

Job Summary: The school bus driver is responsible for the safe operation and control of the bus and passengers to and from school, to and from athletic contests, to and from field trips, and all other school approved and sponsored activities.

### Essential Duties: (In accordance with the Americans with Disabilities Act)

1. Conducts the pre-check bus routine in accordance with safety standards District procedures, and state and federal laws and regulations.
2. Accurately completes transportation forms and maintains records in accordance with district procedures (*i.e.*, lists of bus students, condition of bus, mechanical defects, pre-trip check-off list, report bus accidents, report student injuries).
3. Submits bus safety, routing and maintenance reports to designated representatives in the District.
4. Assists students in mandatory evacuation drills that are required of each driver.
5. Takes care of the upkeep on the assigned bus, which includes cleaning seats, sweeping floors and washing windows.
6. Demonstrates knowledge of rules and regulations established by local, state, and federal authorities. Management will make every reasonable effort to inform drivers of changes in new rules and regulations.
7. Effectively deals with exuberant behavioral characteristics of student riders in accordance with District policy and procedures.
8. Operates bus on approved time schedules.
9. Instructs riders as to their proper conduct on the bus.
10. Follows District procedures and exercises good judgment concerning emergencies, disabled vehicles, and irregular special requests by parents and riders.
11. Able to assist students that are handicapped to aid the student entering and leaving the bus.
12. Complies with all school policies, procedures and articles of Master Contract.
13. It is the driver's responsibility for under-hood inspections and pre-tripping their buses.
14. When the outside temperature is below 30°f between November 1<sup>st</sup> and March 31<sup>st</sup>, drivers will not be required to start their buses.

### Other Duties:

1. Drives with safety of students always as first priority.
2. Establishes favorable working relationships with the other drivers, maintenance personnel, teachers, students, supervisor, principals and school staff.
3. Participates in meetings as needed with parents, principals, or other school employees to discuss discipline of students or other problems associated with driving a school bus. If requested by management, drivers are to be paid according to Schedule A.
4. Drivers are to wash the exterior of their bus in accordance with Article 24.

- \*5. Each mapping and student lists for a route/run will be paid in accordance with Article 24.
- 6. Performs other related duties as assigned and is paid according to Schedule A.

\*Must be clarified by Management

**Qualifications:**

Education: High school diploma or equivalent required. Must have a valid Michigan drivers license and have the ability to obtain and maintain a Commercial Driver License (CDL) and Chauffeur License as required by law.

Must pass a physical examination required yearly to operate under CDL. Must attend all classes required by the state to obtain and retain the proper license. Must comply with drug and alcohol testing as required by law.

Experience: Ability to pass a skill driver's test as required by law. Minimum of one year with a driving record without traffic violations and no one year period of time with points on driving record.

Skills/Other: Demonstrated ability to make decisions and communicate orally. Must be able to follow maps and/or written instructions on the best routes to use to get to destination. Ability to communicate and work with students of all ages. Demonstrated mental/physical ability and stamina for meeting the essential duties of the position and the ability to travel to and from the school district and facilities in the service area. Ability to pass a physical examination and police criminal records check. Exercise good judgment and make decisions in accordance with Employer policies.

B. **Job Title:** Transportation Attendant

**Job Summary:** The Transportation Attendant assists the driver in maintaining appropriate transportation activities and environment in order for students to be transported safely and effectively.

**Essential Duties:** (In accordance with the Americans with Disabilities Act)

- 1. Checks all harnesses and wheelchair locks on the bus.
- 2. Is on time for the start of run(s).
- 3. Helps pick up students at assigned stops.
- 4. Drops students at proper building on time.
- 5. Helps drop students off at their home.
- 6. Assists students in getting on and off the bus.

**Other Duties:**

- 1. Maintains confidentiality of information about students.
- 2. Helps driver maintain proper schedule for all students.
- 3. Places and secures the student on the bus.
- 4. Keeps the students from harming others and themselves.
- 5. Prevents distractions from affecting the driver.
- 6. Deals with parents appropriately.
- 7. Develops an understanding with all students on the bus.

8. If requested by management, consults and participates in meetings with teachers, nurse, and special education director on special needs or concerns regarding the students and is paid according to attendant's Schedule A rate.
9. Attends to the special needs of the students.
10. Uses good judgment when dealing with students and parents.
11. Performs other related duties as assigned and is paid according to attendant's Schedule A rate.

**Qualifications:**

- Education: High school diploma or equivalent preferred. Reads and understands written instructions. Must comply with drug and alcohol testing as required by law.
- Experience: Demonstrated experience working effectively with developmentally disabled and special education children. Provide complete list of work experience and references.
- Skills/Other: Ability to communicate with parents. Polite and courteous at all times. Physical ability to evacuate students in emergency. Ability to operate lift gates and wheelchairs. Able to pass a physical examination and police criminal records check. Demonstrated mental/physical stamina for meeting the essential duties of the position. Exercise good judgment and make decisions in accordance with Employer policies.

## **ARTICLE 17**

### **HOURS AND WORK WEEK**

- A. The regularly scheduled work week shall be Monday through Friday. All other routes/runs are considered extra routes/runs, as per Article XVI.
- B. The normal daily work day shall be whatever would constitute the bus driver's/attendant's normal bus routes/runs.
- C. It is the intention of the Lakeville Board of Education to schedule bus drivers/attendants at least the number of days regularly scheduled to meet state requirements. Drivers/attendants whose regular schedule is less than the regularly scheduled full school year will only work the number of days they were regularly scheduled to work during the year.

Drivers/Attendants will not expect wages for Workblock Days, which would result in less than the regularly scheduled full school year, but will be guaranteed for all other days, including half days. On Workblock Days drivers and attendants will be paid for route/runs worked.

- D. Skill Center and Out-of-District Special Education Runs: the District will pay Skill Center drivers and Out-of-District Special Education drivers for those days within our school calendar that the District chooses not to send students, but the Skill Center and Out-of-District Special Education programs are in operation.

# ARTICLE 18

## LEAVES OF ABSENCE

### Section One:

The Employer and Association agree that regular attendance of all employees is essential to the proper operation of the Employer's transportation operations. Further, it is agreed that the leave provisions here set forth provide for the reasonable absences from work of employees. The Employer reserves the right to investigate suspected abuses of the leave privileges and to require reasonable proof when evidence exists that abuse has occurred. Furthermore, the Employer has the right, limited by the provisions of this Agreement and applicable laws, to discipline employees for abuse of leave privileges or for excessive absenteeism or tardiness. The Employer confirms the Association's right to use the Grievance Procedure when the Association alleges that the contract has been violated in respect to leaves and absences of employees.

### Section Two - Sick Hours

A. Each twelve (12) month driver/attendant. Shall be entitled to 12/12 times their normal daily hours per year.

Each regular driver and bus attendant shall be entitled to ten/twelve (10/12) times their normal daily hours per year, without loss of pay, cumulative to a maximum of 720 hours (see definition in Section 2B) for the following reasons:

1. Personal illness or disability of the employee. The employer may require medical verification regarding an absence. If an illness occurs on the day before or after a holiday or vacation period, the employee may be requested to present a physician's statement to the Superintendent or his designee upon his/her return if reasonable evidence exists that abuse has occurred.
  2. Serious illness in the immediate family which will be charged to the employee's accumulated sick hours. The immediate family is defined as parent, stepparent, foster parent, parent in-laws, grandparent, sibling, spouse, child, stepchild, foster child, grandchildren, step-grandchildren, foster grandchildren, or anyone residing in the household.
- B. Any regular driver filling a temporary position for forty-five (45) calendar days or more will receive sick time retroactive the first day of work in the routes/run(s).
- C. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive, from the Board, the difference between the disability benefits provided by the Worker's Compensation Law and the sick leave benefits herein provided. To the extent that the Board makes payment to the employee for the portion of his/her salary not reimbursed under the Worker's Compensation Law, said partial payments shall be charged, *pro-rata*, against his/her accumulated sick leave
- D. Each driver's bank of accumulated sick leave will be credited for the entire work year at the beginning of each work year. In the event the driver's employment is terminated for any reason during the work year, an adjustment will be made in the employee's final paycheck for sick leave already paid but not actually earned.
- E. Under no circumstances shall sick time be used for personal business, vacations, or other than stated in Section 2A.
- F. Employees who have been employed by the school district for at least ten (10) consecutive years shall be paid fifty percent (50%) of their daily rate for each accumulated sick day upon termination
- G. Employees will be paid fifty percent (50%) of their daily run rate for each accumulated sick day over 720 hours at the end of the year. A partial day will be pro-rated.

Section Three - Funeral Days-

- A A driver and bus attendant shall be granted the following days for the full calendar year:
1. Up to five (5) work days off without loss of pay for the death of parent, stepparent, foster parent, mother-in-law, father-in-law, spouse, , children, stepchildren, foster children, grandparents, grandchildren, or anyone residing in the household.
  2. Up to three (3) work days off without loss of pay for the death of any other family member.
  3. Unused personal days may be used to attend funerals of individuals not specified.
- B. Such days shall be consecutive, including Saturdays, Sundays and days of school recess, provided that payment shall not be made for any day the bus driver would not have regularly worked. These days will not be deducted from sick time (or personal days) (with the exception of #3 above).

Section Four - Personal Days

Leaves of absence with pay not chargeable against the employee's sick leave will be granted as follows:

1. Employees will be given two (2) days each year. At the end of each school year the employee may have one of the following options:
  - a. Buy out of any or all days not carried over.
  - b. Accumulate to a total of personal four (4) days.
2. Notification for such personal leave must be made three (3) days in advance with the Supervisor, except in an emergency, with management arranging for the substitute.
3. Except in case of emergency, such days may not be used on the day before or after a holiday unless the supervisor is notified in advance and a substitute is available.

Section Five - Jury Duty :

Employees required to appear as subpoenaed witness or for jury qualification or jury service shall receive their pay from the employer for such time lost as a result of such appearance or service, less any compensation received, excluding expenses and travel allowances for such witness or jury services. If an employee jury duty pay is higher than his/her daily bus pay, the employee shall keep his/her jury duty pay in lieu of his/her daily pay. The Employer will not contact the court to attempt to alter the time an employee is scheduled to appear as subpoenaed witness or for jury qualification or jury service.

Section Six: Summer Work:

Summer workers are entitled to the use of one (1) sick and one (1) personal day.

**ARTICLE 19**  
**UNPAID LEAVES OF ABSENCE**

- A. An employee who, because of illness or accident is physically unable to report for work and has exhausted sick leave or is on Worker's Compensation or Long-Term Disability shall be granted a leave of absence for the duration of such disability, provided the employee promptly notifies the Employer of the necessity and provided the employee supplies the Employer with a certificate from a physician of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. Insurance benefits will continue in accordance with Family Medical Leave Act (FMLA).
- B. Unpaid leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.

- C. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- D. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State or Local Law granting such rights.
- E. Any employee in the bargaining unit elected or appointed to a full-time position or office in the Association whose duties require his absence from work may be granted a leave of absence for the term of such office or position.
- F. Unpaid leaves of absences for other reasons may be granted at the discretion of the Employer not to exceed twelve (12) months. Requests for leave of absence shall be submitted, in writing, at least two (2) weeks in advance if possible.
- G. Employees shall maintain but not accrue seniority for unpaid leaves of absences.
- H. It is the employee's responsibility to notify the Superintendent or designee of intent to return to work ten (10) days prior to the expiration date of the approved leave. It is also the employee's responsibility to notify and receive approval from the Superintendent or designee of intent to return early from a leave. Failure to comply with these provisions could result in the termination of employment.
- I. Return from Leave:
  - 1. Employees returning to work during the school year in which the leave was taken will return to their prior positions.
  - 2. All other employees returning from a leave will bump to seniority level into routes/runs specified in Article XV - D. (bumping-process).

## **ARTICLE 20**

### **HOLIDAY PAY**

- A. All regular drivers and bus attendants shall be paid their regular daily rate for the following holidays:

Labor Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Easter	Christmas Day
Memorial Day	New Year's Eve
Thanksgiving Day	New Year's Day

- B. The holiday pay will be paid on the first pay in January each year.

If a driver received his/her holiday pay in January and then terminates his/her employment prior to Good Friday or Memorial Day, an adjustment will be made in the driver's last paycheck to recover the Good Friday, Easter, or Memorial Day holiday pay.

- C. Drivers/Attendants who work during the summer (twelve month employees) shall receive vacation and holiday pay for the week of the July 4<sup>th</sup> break. Said amount shall be equal to five times the drivers' regular daily rate. Whenever the holiday falls on a non-working day (Saturday or Sunday), one extra day of pay will be included.
- D. Employees on short term or long term leaves of absence or disability will not be eligible for holiday pay.

# ARTICLE 21

## INSURANCE

- A. Effective Immediately upon date of hire, the Board of Education shall provide eligible employees fringe benefits as set forth in this agreement.

**Plan A:** Coverage for drivers/attendants shall be as follows:

- a. Less than three (3) hours. No health insurance coverage
- b. Three (3) to six (6) 50% Health Insurance coverage.
- c. More than six (6) hours. Full coverage.

1. Health Insurance:

The Board will pay full premium for MESSA Choices II 5/10 RX CoPay for each year of this agreement. The employee will have payroll deducted \$30.00 (thirty dollars) per month as a premium co-pay through the appropriated IRS regulation (125 CP) during the life of this agreement. This provision will take effect following ratification by both parties or as soon as practicable thereafter.

If an employee's spouse has full insurance coverage, the employee will not be entitled to coverage, unless the spouse cannot drop his/her health insurance, or if such withdrawal of the spouse from the health insurance plan would jeopardize other insurance coverage provided by the spouse's insurance plan (*e.g.*, spouse drops health it results in the reduction or elimination of spouse's dental, vision, *etc.*)

2. Life Insurance:

The Employer shall provide a negotiated \$25,000 term life insurance policy with waiver of premium and AD&D for each bargaining unit member.

3. Long-Term Disability:

The Employer shall provide to all bargaining unit members the following MESSA Long- Term Disability plan:

Benefit Percentage	66 2/3%
Maximum Monthly Income Benefit	\$5,000
Qualifying Period	90 calendar days - straight wait
Maternity Coverage	
Pre-existing Condition Waiver	
Freeze on Offsets	
Alcoholism/Drug Waiver	2 years
Mental/Nervous Waiver	2 years

Eligibility for this coverage shall be determined by the rules and regulations of the insurance carrier.

4. Optical Insurance:



The District will provide VSP3 optical insurance to all eligible bargaining unit members working three (3) hours per day and over.

5. Dental Insurance:

Employees who wish to participate in the group dental program may do so by having the full cost of the premium payroll deducted from their compensation in accordance with district procedures.

B. The Employer shall provide For those employees Eligible for but not needing health insurance the following benefits.

**PLAN B:**

1. Life Insurance:

The Employer shall provide a negotiated \$40,000 term life insurance policy with waiver of premium and AD&D for each bargaining unit member.

2. Long-Term Disability:

The Employer shall provide to all bargaining unit members the following MESSA Long- Term Disability plan:

Benefit Percentage	66 2/3%
Maximum Monthly Income Benefit	\$5,000
Qualifying Period	90 calendar days - straight wait
Maternity Coverage	
Pre-existing Condition Waiver	
5% minimum payout	
Alcoholism/Drug Waiver	2 years
Mental/Nervous Waiver	2 years

Eligibility for this coverage shall be determined by the rules and regulations of the insurance carrier.

3. Optical Insurance:

The District will provide VSP3 optical insurance to all eligible bargaining unit members.

4. The Employer shall provide a cash option in lieu of health benefits. Employees entitled to health insurance benefits may elect a cash option in lieu of health benefits. The cash amount, for employees eligible for full health coverage, shall be \$100/month for the contract year. Employees eligible for one-half health coverage shall receive one-half of the above stated amount for each month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of cash payment received may be applied by the bargaining unit to a tax deferred annuity plan approved by the Association and the District. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

5. Dental Insurance:

Employees who wish to participate in the group dental program may do so by having the full cost of the premium payroll deducted from their compensation in accordance with district procedures.

C. The Employer and Association will explore the possibility of providing the above coverage in a MESSA PAK and if the parties agree upon a plan, the above coverage may be provided through a MESSA PAK plan.

## **ARTICLE 22**

### **GENERAL PROVISIONS**

- A. **Jackets:** Jackets are to be provided every two years at the beginning of the school year.
- B. **Gloves:** Quality fueling gloves will be provided drivers at the beginning of each semester.
- C. **Flashlights:** Quality flashlights and batteries will be provided drivers. Replacement batteries will be provided on an as needed basis. Special situations regarding replacement will be discussed with the Transportation Director.
- D. **Usage of School Facilities:** The Association and its members shall have the right to use the building facilities at such hours that do not interfere with the regular school programs or any other activities that had been previously scheduled, providing building use is scheduled with the District Office.
- E. **Physical Examinations:** Every driver must have a physical examination and a T.B. test as required by state law.
  - 1. By a physician designated by the Employer at the Employer's expense.
- F. **Meeting Pay:** Employee meetings will be held at the discretion of the Transportation Supervisor and will be approximately one hour in duration. Drivers are required to attend these meetings and shall be paid according to Schedule A. Meetings include any meeting with parents or faculty that an employee is required to attend. Employees will be given five (5) working days notice of the meeting if information is available.
- G. **Bus Washing Allowance:** Each driver shall be given a weekly allowance according to Schedule A for washing their bus during the school year, with the school providing the appropriate place and equipment.
- H. **Breakdown Time:** In the event a breakdown occurs during a run, that driver plus any driver assisting with the breakdown shall receive the drivers' regular run pay plus Schedule A hourly breakdown rate for all time in excess of normal schedule.
- I. **Commercial Drivers' License:** Bus drivers shall obtain appropriate licensing, as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The full cost of all licensing fees, testing and required schooling for actively employed drivers shall be paid by the employer.
- J. **Reimbursable Expenses:** Any reimbursable expenses which are paid to the employee shall be issued in a separate check with no deductions to be made from such reimbursable expenses and with such monies to be reimbursed within next accounts payable period.
- K. **Bus Driver Schooling:** The drivers will be paid according to Schedule A for each full day in-service and/or other schooling as required by the employer or mandated by law.
- L. **Bulletin Boards:** A bulletin board shall be made available by the Employer for use of the local Association.
- M. **Expense Allowance:** When driving an extra trip or a trip which requires lodging, the driver will be reimbursed for all approved expenses when receipts are submitted. An employee who is driving such a trip shall be given either advance expenses or a credit card to cover those expenses.
- N. **Repairs:** Bus drivers requested by the employer to take who take in or pick up their bus for repairs to other than the District garage will be paid according to Schedule A.
- O. In the event layover time between routes/runs becomes a concern, the Employer and the Association shall meet to resolve the concerns.

- P. Drivers will be informed of students with known health and behavior problems within thirty (30) days of the student's first day of the school. They will be given the information necessary to assist them in performing their duties. Such information will not be provided if state or federal law prohibits the release of the information (*e.g.*, privacy, etc.).
- Q. Employees will be paid for Hepatitis B vaccine if appropriate, warranted or required.
- R. **Alcohol/Drug Testing**: If required alcohol/drug testing is off-site, driver will be paid mileage and compensated for any route/run the driver misses. (*See Appendix C.*)
- S. **Mapping**: Each driver shall be paid once for mapping his/her route/run in accordance with Schedule A.
- T. Employees shall be paid for hold or show-up time, excluding extra trips, at the same hourly rate as break down times.
- U. **Contract Maintenance**: Representatives of the Association may meet monthly with the transportation supervisor for the purpose of reviewing the administration of the contract, discuss matters of concern, and to resolve problems. The Superintendent may attend at his/her discretion.

These meetings are not intended to bypass the grievance procedure.

- V. **Bus fueling allowance**: When regular bus drivers are required to fuel their buses at off-site locations, they shall receive an annual stipend of \$250 per year to be paid in their last regular check of the school year.

Bus drivers who hire in after the beginning of the school year, who terminate their employment before the end of the school year, who are absent for lengthy periods (*i.e.* three (3) consecutive weeks or more), or who are assigned to less than a full route/run shall receive a pro-rata payment.

Summer work of four (4) weeks or more shall be paid a prorated monthly rate.

- W. **Fingerprinting**: The full cost of fingerprinting for bus drivers and attendants as required by the pupil protection laws shall be paid by the employee. Should the district receive a stipend through the state or from any legal action settlement, said employees shall be reimbursed the total amount of district reimbursement for said purpose. Board policy will be modified to reflect any changes relating to this matter.

## **ARTICLE 23**

### **SCHOOL CLOSINGS**

When scheduled days of student instruction are not held due to severe inclement weather or Act or God days, they shall be handled in the following manner:

- A. Days not required to be made up will be paid in full.
- B. Days that are required by law to be made up in order to receive full state aid shall be rescheduled. Drivers shall be paid for such days when they are worked, subject to the following:
  1. If the Employer requires drivers/attendants to work and the day is disallowed for State Aid, bus drivers/attendants will be paid for the work performed.
  2. If school is canceled for inclement weather or an Act of God after a driver has picked up a student, and the day is required to be made up, the driver/attendant shall be paid for the routes/run(s) driven.
- C. Whenever school is canceled for inclement weather/Act of God days, drivers/ attendants shall not have paid leave days charged against them.

- D. In the event P.A. 239 Section 101(3) of 1984 is repealed, then upon repeal of said Act, when schools are closed to students due to severe inclement weather or Act of God, bus drivers/attendants shall not be required to report for duty and shall be paid.

## **ARTICLE 24**

### **CONTINUITY OF OPERATIONS**

- A. The Association and the Employer, or its designee, subscribe to the principle that differences regarding interpretation of this Master Agreement shall be resolved by peaceful and appropriate means, without interruption of the school system. The Association and its agents, therefore, agree that they shall not authorize, instigate, cause, aid, encourage, ratify, or condone a strike, slowdown or stoppage of work, a boycott, picket, or any other interruption of activities by employees in the Lakeville School System, to enforce the terms of this Agreement.
- B. The Employer, or its designee, and Association also agree that they will not, during the period of this Agreement, engage in any unfair labor practice against one another.

## **ARTICLE 25**

### **SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge or contemplation of either of the parties at the time they negotiated or signed this Agreement. This Agreement shall be binding upon the parties.

This Agreement constitutes the sole and entire existing Agreement between the parties, in respect to rates of pay, wages, hours or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written and expresses all obligations of, and restrictions imposed upon the Employer and the Association. This contract is subject to amendment, alteration, or additions, only by a subsequent written Agreement between the Association and the Employer. The waiver of any breach, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions.

## ARTICLE 26

### DURATION OF AGREEMENT

- A. If any provision of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
  
- B. This Agreement shall be effective as of the date it was ratified by the parties, except Appendix A shall be retroactive to the beginning of the 2006-2007 fiscal year, and shall continue in effect for two (2) years until the 30<sup>th</sup> day of June, 2006. This Agreement shall not be extended orally, except by mutual consent.

For the  
LAKEVILLE BOARD OF EDUCATION

For the  
LAKEVILLE EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

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# APPENDIX A

## SCHEDULE A

### INCREASE SCHEDULE A OVER 2005-2006 AS FOLLOWS:

**2006 - 2007      1.5%**

**2007 - 2008      1.5%**

	<u>HOURS</u>	<u>2006-2007 Hourly</u>	<u>2007- 2008 Hourly</u>
A. <u>Regular, Probationary, Substitute Driver</u>			
High School Run	1.5	\$10.92	\$11.08
Kindergarten Run	1.5	\$10.92	\$11.08
Elementary Run	1.5	\$11.74	\$11.92
Head Start Run	1.5	\$11.74	\$11.92
B. Skill Center, Special Education , Regularly Scheduled Out-of-District Run(s)	Actual Time	\$14.03	\$14.24
C. Special Education In-District Run(s)	Actual Time	\$14.03	\$14.24
D. Shuttle Run(s)	0.5	\$19.64	\$19.93
E. Mail Run(s) - Out-of-District	Actual Time	\$14.91	\$15.13
Skill Center First Session Only		\$7.15	\$7.26
		- No Time	
F. Mail Run(s) - In-District	0.25	\$14.91	\$15.13
G. Extra Run(s) - Field Trips, Athletic Trips, Band Trips	Actual Time	\$10.64	\$10.80
H. Bus Washings	Weekly	\$10.64	\$10.80
I. Breakdown Time	Actual Time	\$8.52	\$8.65
J. Meeting Pay	1.0	\$10.64	\$10.80

K.	Bus Driver Schooling		Daily	\$35.00	\$35.00
L.	Repairs: Take In/Pick-Up		Actual Time	\$8.52	\$8.65
				<b>2006-2007</b>	<b>2007-2008</b>
			<b><u>HOURS</u></b>	<b><u>Hourly</u></b>	<b><u>Hourly</u></b>
M.	Mapping of Runs	High School	Per Run	\$10.92	\$11.08
		Kindergarten	to Max of	\$10.92	\$11.08
		Elementary	1.5 Hours	\$11.74	\$11.92
		Out of District		\$14.03	\$14.24
		Shuttles	0.5	\$19.64	\$19.93
N.	<u>Overnight Trips</u>				
	1. Driving Time		Actual Time	\$10.64	\$10.80
	2. Layover Time		Actual Time	\$5.23	\$5.31
	3. Sleep Time (8 Hours) - Not Paid				
	4. Lodging		Reimbursement With Receipts		
O.	<u>Meal Allowance</u>				
	1. 5 Hours			\$6.00	\$6.00
	2. 8 Hours			\$12.00	\$12.00
	3. 12 Hours			\$18.00	\$18.00
	4. Overnight			\$25.00	\$25.00
P.	If a driver gives up her regularly scheduled runs to take an extra trip and would have made more with her regular runs than with the extra trip, she shall be paid the greater of the two.				
Q.	Bus Attendants - K-12 SPECIAL ED		Actual Time	\$9.88	\$10.03
	Bus Attendants - Pre-School		Actual Time	\$9.88	\$10.03
R.	Longevity:				
	<u>Years</u>	<u>Annual Payout at End of the Year</u>			
	0-5	\$0			
	5-10	\$250			
	11+	\$300			

# APPENDIX B

## GRIEVANCE FORM

School Year: \_\_\_\_\_

Grievance #: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Work Location: \_\_\_\_\_

Classification/Assignment: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

Contract Article(s) Violated: \_\_\_\_\_

Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
Association Signature

\_\_\_\_\_  
Date

### FORMAL LEVEL I

Date signature received by supervisor: \_\_\_\_\_

Disposition of supervisor: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### FORMAL LEVEL II

Date signature received by Superintendent or designee: \_\_\_\_\_

Disposition of Superintendent or designees: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### FORMAL LEVEL III

Date received by Board of Education (or designee): : \_\_\_\_\_

Disposition of Board of Education \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**FORMAL LEVEL IV**

Mediation must be requested within ten (10) days of the Board's decision.

Date of request for Mediation: \_\_\_\_\_

Requested by: \_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature Date

**FORMAL LEVEL V**

Date of request for Arbitration: \_\_\_\_\_

Requested by: \_\_\_\_\_  
organization

\_\_\_\_\_  
Signature Date

# APPENDIX C

## Alcohol/Drug Testing

- A. During the term of this Agreement, the Employer will not engage in the testing of bargaining unit members through the taking of blood, urine, or breath samples in order to determine if they are under the influence of alcohol or drugs, except as required by the Omnibus Transportation Employee Testing Act of 1991, *45 USC § 431*.
- B. The Employer agrees that it will comply with all requirements, standards, and procedures required by 49 CFR Part 40, subparts A, B, C, and D, §§ 40.1 - 40.111, in carrying out the drug and alcohol testing required by the Act. All alcohol and drug testing is to be paid by the District, except for the testing of split samples tested at the request of the employee.
1. It is expressly understood that all time spent by drivers in submitting to and undergoing testing for drugs or alcohol is work time and compensable at the driver's regular rate, unless otherwise mutually agreed upon or unless the testing is being performed because the employee was absent from the work on the date the employee was selected for testing. The employee shall be paid for mileage for out of district drug and alcohol testing. In-District drug testing will not be compensated.
  2. In the event that a bargaining unit member subject to the requirements of the Omnibus Transportation Employee Testing Act of 1991 is required to undergo referral to and evaluation by a substance abuse professional (SAP) and/or submit to treatment or a rehabilitation program as recommended by SAP, said referral, evaluation, and treatment shall be fully paid by the employer, except as covered by the employees' health insurance *providing the employee reports to the employer in advance and admits to a problem.*
- C. Information and training.
1. The Employer shall provide all bargaining unit members, subject to the drug and alcohol testing procedures of this section, with an in-service training on its drug and alcohol policies and procedures, the standards of conduct expected by the Employer relative to alcohol and drug use, the consequences of testing positive, and testing triggers and procedures, including a bargaining unit member's right to Association representation.
  2. In conjunction with the training, the Employer must provide the bargaining unit members with written information regarding its drug testing policies and procedures, including information of all persons responsible for the employer's program, information on safety-sensitive functions, the conduct prohibited by the Act, the testing triggers and procedures, consequences, and information on the effects of alcohol and controlled substance use. The written material shall be that published by the U.S. Department of Transportation, Federal Highway Administration for the purposes of employee training and information, and/or other materials mutually agreed upon by the Association and Employer.
  3. The Employer will provide the Association with notice and make available to one (1) representative of the Association, any training provided to its supervisors regarding the symptoms of alcohol misuse and controlled substance use for purposes of reasonable suspicion testing and any other drug and alcohol testing training. Said training will be provided without cost to the Union or its designated representative. The Association will be solely responsible for the designation of those Association representatives participating in the training.
- D. Consequences for drivers engaged in alcohol misuse or use of controlled substances.

1. The Employer agrees that any bargaining unit member with an alcohol or drug abuse problem who voluntarily initiates diagnosis or treatment in advance of discovery of by the employer or agent of the employer will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.
2. The Employer's determination that a bargaining unit member is not successfully participating in a program of rehabilitation shall be subject to the grievance and arbitration procedure found elsewhere in this Agreement.
3. Progressive discipline.
  - a. The Employer agrees that any adverse employment action taken against a member as a result of a positive drug or alcohol test or a violation of the standards of conduct is subject to the standards of progressive discipline and reasonable and just cause as set forth in this Agreement and the decision to impose any discipline under this section shall be subject to the grievance and arbitration procedures of this Agreement.
  - b. The following procedures shall be utilized for those bargaining unit members testing at or greater than .02 alcohol concentration, but less than .04:
    - 1) First offense: the affected driver is prohibited from performing or continuing in a safety-sensitive function for twenty-four (24) hours and shall be counseled on the prohibitions from performing safety-sensitive functions within four (4) hours of using alcohol, but no further disciplinary action shall be taken. Where possible, the driver shall be assigned to non-safety-sensitive duties for that period. The employee may use any paid leave in the event no safety-sensitive duties are available.
    - 2) Subsequent offenses shall result in discharge, consistent with the just and reasonable cause provisions of this Agreement.
  - c. Bargaining unit members testing at .04 or greater shall be immediately discharged.
4. Any driver who is subject to testing under the Act but, who through no fault of driver, is unable to be tested in the applicable time period, and is subject to the twenty-four (24) hour waiting period, shall be paid for such time at his/her regular rate.
5. A driver who fails a drug test shall be removed from driving until the split specimen is tested, which shall be at the driver's expense. If the split specimen is positive, the driver shall be terminated.

E. Association representation and notice

1. The parties mutually recognize and agree that drug and alcohol testing are investigatory proceedings which may subject the employee to disciplinary action to which the employee is entitled to representation. In order to assure affected employees of adequate representation, the Employer and the Association mutually agree to the following procedures:
  - a. The Association shall be provided with simultaneous notice of any bargaining unit members who are selected for reasonable suspicion, post-accident and return to duty or follow-up testing, as required by the Act.
  - b. Upon notice by the Employer or request by the affected employee(s) the Union shall have the right to send a representative to the testing site. Where practicable, such representative shall be the individual trained pursuant to Section C-3 of this Article.

- c. In the event that the medical review officer (MRO) initiates procedures to contact a driver as a result of a positive drug test, the driver is responsible to contact a Association representative any interview between the MRO and the affected driver, whether in person or by telephone, may be conducted with the Association representative present if the affected driver so wishes.